**United Nations Development Programme**

**GENERAL CONDITIONS FOR**

**PERSONNEL SERVICES AGREEMENT**

General Conditions applicable to the Personnel Services Agreement (hereinafter referred to as the “Agreement”) entered into by and between the United Nations Development Programme (hereinafter referred to as “UNDP”), a subsidiary organ of the United Nations, an international organization established by treaty, and the individual indicated in Block 1 of the Face Sheet (hereinafter referred to as the “PSA Holder”). UNDP and the PSA Holder shall be hereinafter referred to, individually, as a “Party” and, collectively, as the “Parties”.

1. **DURATION; TERM**

**1.1** This Agreement will come into effect on the Effective Date set forth in Block 14 of the Face Sheet and will expire on the Expiration Date set forth in Block 3 of the Face Sheet. Notwithstanding the foregoing the Services, as defined in Section 2 below, shall commence on the Starting Date indicated in Block 2 and shall be concluded on the Expiration Date indicated in Block 3 (the “Term”), subject to the provisions in Section 1.2 and Section 12 below.

**1.2** UNDP may, depending on its needs as solely determined by UNDP, decide to extend the Term beyond the original Expiration Date set forth in Block 3 of the Face Sheet for an additional period or periods of up to one (1) year each. Any extension(s) to the Term shall be agreed by the Parties and reflected in a written amendment hereto. Nothing in this Agreement gives the PSA Holder the right to an extension hereof.

1. **SERVICES**

**2.1** The PSA Holder shall provide, at the Duty Station set forth in Block 4 of the Face Sheet, or on home-based basis for the Duty Station, as the case may be, the services set forth in Annex B (Terms of Refence) to this Agreement (hereinafter referred to as the “Services”). The PSA Holder shall deliver all the Services personally without use of any subcontractors.

1. **STATUS, RIGHTS AND OBLIGATIONS OF THE PSA HOLDER**

**3.1** The PSA Holder is an independent contractor and provides the Services specified herein, in his/her personal capacity only and not as representative of a government or of any other entity or authority external to UNDP. The PSA Holder is not and may not represent himself or herself as being an agent of UNDP.

**3.2** The PSA Holder is neither a “staff member” of UNDP under the Staff Regulations of the United Nations nor an “official” of UNDP for the purposes of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations (hereinafter referred to as the “Convention”). The PSA Holder may, however, be given the status of “expert on mission”, as determined by/through UNDP, as such term is defined in Article VI, Section 22 of the Convention. Should the status of “expert on mission” be given to the PSA Holder, he/she may enjoy the privileges and immunities applicable to experts on mission under the relevant legal framework.

**3.3** The PSA Holder’s rights and obligations are strictly limited to the terms and conditions of this Agreement. The PSA Holder is not entitled to any right, including the payment of any benefit, subsidy, compensation or pension from UNDP, except as expressly provided in this Agreement.

**3.4**  The PSA Holder is a service provider, and is not considered, nor may he/she represent to third parties, that he/she is an agent or has the right to bind or otherwise obligate UNDP.

1. **REMUNERATION**

**4.1 This Section 4.1 has four options. The Remuneration option that applies to this Agreement will depend on the options selected in Blocks 6 and 7 of the Face Sheet.**

**Option I: Option I only applies if the following selection was made in the Face Sheet: Block 6(a) ‘National’, Block 6(b) ‘Regular’:**

As full and only consideration for the Services provided by the PSA Holder under this Agreement, UNDP will pay the PSA Holder the Total Monthly Remuneration set forth in Block 8 of the Face Sheet. Such monthly remuneration includes: (i) the fees for Services, (ii) medical insurance, and (iii) a contribution equivalent to 8.33% towards the PSA Holder’s pension scheme. The PSA Holder is solely responsible for engaging and maintaining an adequate pension scheme as further described in Section 9 below. In addition to the total monthly remuneration, UNDP will make monthly direct payments towards injury, disability and death insurance coverage maintained by UNDP for the benefit of its PSA holders, as specified in Section 9 below. Unless specified otherwise in Block 9 of the Face Sheet, no other remuneration, benefit, compensation or subsidy will be paid by UNDP under this Agreement, except that, in the case of official travel authorized by UNDP, a *per diem* not to exceed the United Nations Daily Subsistence Allowance will be paid to the PSA Holder by UNDP on the basis of rates established for this purpose.

**Option II: Option II only applies if one of the following selections was made in the Face Sheet: (i)Block 6(a) ‘National’, Block 6(b) ‘Short-term’:**

As full and only consideration for the Services provided by the PSA Holder under this Agreement, UNDP will pay the PSA Holder: (i) the Total Monthly Remuneration set forth in Block 8 of the Face Sheet, or (ii) the total monthly payment for the amount of days worked in a specific month based on the Daily Rate set forth in Block 8 of the Face Sheet. The PSA Holder is solely responsible for engaging and maintaining an adequate medical insurance policy and a pension scheme as further described in Section 9 below. Unless specified otherwise in Block 9 of the Face Sheet, no other remuneration, benefit, compensation or subsidy will be paid by UNDP under this Agreement, except that, in the case of official travel authorized by UNDP, a *per diem* not to exceed the United Nations Daily Subsistence Allowance will be paid to the PSA Holder by UNDP on the basis of rates established for this purpose.

**Option III: Option III only applies if the following selection was made in the Face Sheet: Block 6(a) ‘International’, Block 6(b) ‘Regular’:**

As full and only consideration for the Services provided by the PSA Holder under this Agreement, UNDP will pay the PSA Holder the Total Monthly Remuneration set forth in Block 8 of the Face Sheet. Such payment includes: (i) the fees for Services, and (ii) a contribution equivalent to USD 250 towards the cost of the PSA Holder’s medical insurance premium. The PSA Holder is solely responsible for engaging and maintaining an adequate medical insurance policy and a pension scheme as further described in Section 9 below. In addition to the total monthly renumeration, UNDP will make monthly lumpsum payments towards medical insurance and direct payments towards injury, disability and death insurance coverage, the latter maintained by UNDP for the benefit of its PSA holders, as specified in Section 9 below. Unless specified otherwise in Block 9 of the Face Sheet, no other remuneration, benefit, compensation or subsidy will be paid by UNDP under Agreement, except that, in the case of official travel authorized by UNDP, a *per diem* not to exceed the United Nations Daily Subsistence Allowance will be paid to the PSA Holder by UNDP on the basis of rates established for this purpose.

**Option IV: This Section 4.1 Option IV only applies if one of the following selections was made in the Face Sheet: (i) Block 6(a) ‘International’, Block 6(b) ‘Short-term’:**

As full and only consideration for the Services provided by the PSA Holder under this Agreement, UNDP will pay the PSA Holder: (i) the Total Monthly Remuneration set forth in Block 8 of the Face Sheet or (ii) the total monthly payment for the amount of days worked in a specific month based on the Daily Rate set forth in Block 8 of the Face Sheet. The PSA Holder is solely responsible for engaging and maintaining an adequate medical insurance policy and a pension scheme as further described in Section 9 below. Unless specified otherwise in Block 9 of the Face Sheet, no other remuneration, benefit, compensation or subsidy will be paid by UNDP under this Agreement, except that, in the case of official travel authorized by UNDP, a *per diem* not to exceed the United Nations Daily Subsistence Allowance will be paid to the PSA Holder by UNDP on the basis of rates established for this purpose.

**4.2** The total remuneration specified in Block 8 of the Face Sheet is the only remuneration payable to the PSA Holder under Agreement. Any changes to the PSA remuneration scale applicable to PSA Holders in the Duty Station during the term of Agreement shall not entitle the PSA Holder to adjustment to such remuneration during the Term of this Agreement. Entitlements, other than the monthly remuneration, are exclusive to those specified in Block 9 of the Face Sheet, and no further entitlements or remuneration shall be claimed by or be payable to the PSA Holder under Agreement, including for dependents.

1. **MEDICAL CLEARANCE**

**5.1** The PSA Holder must provide, before the commencement of the Services, a medical certificate attesting the PSA Holder’s good health, which must be issued by a duly certified physician. The PSA Holder may be requested by UNDP, at any time during the duration of Agreement, to undergo a medical examination in order to confirm the PSA Holder’s ability to provide the Services.

1. **COMPLIANCE WITH LAW; INCOME AND OTHER TAXES ON REMUNERATION**

**6.1** The PSA Holder must comply with local laws and regulations, including the laws of the Duty Station specified in Block 4 of the Face Sheet, and must honour all his/her private legal obligations, including, but not limited to, the obligation to honour orders of competent courts with respect to private obligations and tax obligations. The PSA Holder must ensure that all professional or other licenses required to perform the Services, as well as work permits and visa requirements are valid and up to date.

**6.2** The PSA Holder is solely responsible for all taxation and other assessments on all remuneration and other compensation received from UNDP under this Agreement. UNDP will not make any withholding from payments made to the PSA Holder for the purposes of income or other taxes. The PSA Holder acknowledges and agrees that UNDP is not responsible for any liabilities regarding taxation and will not reimburse any such taxation to the PSA Holder. Consultations with the local tax authorities in relation to taxes shall be the sole responsibility of the PSA Holder. UNDP reserves the right to request proof of payment of taxes by the PSA Holder. In the event the PSA Holder fails to provide such proof, UNDP will be entitled to terminate Agreement for breach hereof in accordance with Section 16 below.

**7. VISA AND WORK PERMITS**

**7.1** The PSA Holder must arrange for any necessary visa(s) and/or work permit(s) required for the provision of the Services in the Duty Station specified in Block 4 of the Face Sheet. UNDP will provide a formal letter in support of the PSA Holder’s visa and/or permit request, issued to the relevant authorities. UNDP will not reimburse the PSA Holders for visa and/or work permit fees required for PSA Holder to provide the Services at the Duty Station set forth in Block 4 of the Face Sheet. In the event that, subsequent to his/her arrival in such Duty Station, the PSA Holder is requested to undertake travel to other locations for UNDP, the travel visa fees necessary for travel to locations may be claimed through submission of a travel/expense claim and supporting documents.

**8. EQUIPMENT AND SUPPLIES FURNISHED BY UNDP TO THE** **PSA HOLDER**

**8.1** Title to any equipment and supplies that may be furnished by UNDP to the PSA Holder for the performance of the Services under this Agreement shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of PSA or when no longer needed by the PSA Holder. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the PSA Holder, subject to normal wear and tear, and the PSA Holder shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

**9. PENSION; MEDICAL AND OTHER INSURANCES; MEDICAL EVACUATION**

**9.1.** **This Section 9.1 has four options. The option that applies to this Agreement will depend on the options selected in Blocks 6 and 7 of the Face Sheet.**

**Option I: Option I only applies if the following selection was made in the Face Sheet: Block 6(a) ‘National’, Block 6(b) ‘Regular’:**

**Pension and Medical Insurance:** UNDP will provide the PSA Holder with medical insurance. The PSA Holder is solely responsible for maintaining an adequate pension scheme. UNDP’s obligations under this Agreement are limited to providing the PSA Holder with a certain amount to be applied by the PSA Holder towards his/her pension scheme the PSA Holder’s monthly remuneration. The PSA Holder acknowledges and agrees that UNDP is not responsible for making, and will not make, direct contributions to the PSA pension scheme. The PSA Holder hereby represents that such pension scheme is being maintained, and he/she expressly commits and undertakes to maintain such pension scheme for the Term.

**Option II: Option II only applies if one of the following selections was made in the Face Sheet: (i) Block 6(a) ‘National’, Block 6(b) ‘Short-term’:**

**Pension and Medical Insurance:** The PSA Holder is solely responsible for acquiring adequate medical insurance and pension scheme. The PSA Holder acknowledges and agrees that UNDP is not responsible for making, and will not make, any contributions to the PSA Holder’s own medical insurance premium payment or to the PSA Holder’s pension scheme. The PSA Holder hereby represents that such insurance and pension scheme have been acquired, and he/she expressly commits and undertakes to maintain such insurance and pension scheme for the Term.

Option III: Option III only applies if the following selection was made in the Face Sheet: Block 6(a) ‘International’, Block 6(b) ‘Regular’:

Pension and Medical Insurance: The PSA Holder is solely responsible for acquiring adequate medical insurance and pension scheme. UNDP’s obligations under this Agreement are limited to providing the PSA Holder with a monthly lump sum in addition to the total remuneration towards the medical insurance premium. The PSA Holder acknowledges and agrees that UNDP is not responsible for making, and will not make, direct contributions to the PSA Holder’s own medical insurance premium payment and any contributions to the PSA Holder’s pension scheme. The PSA Holder hereby represents that such insurance and pension scheme have been acquired, and he/she expressly commits and undertakes to maintain such insurance and pension scheme for the Term. The PSA Holder shall provide evidence of medical insurance at any time during the Term of this Agreement, upon request of UNDP. Failure to maintain such insurance will constitute grounds for termination of this Agreement for cause in accordance with Section 16 below.

**Option IV: This Section 4.1 Option IV only applies if one of the following selections was made in the Face Sheet: (i) Block 6(a) ‘International’, Block 6(b) ‘Short-term’:**

**Pension and Medical Insurance:** The PSA Holder is solely responsible for acquiring adequate medical insurance and pension scheme. The PSA Holder acknowledges and agrees that UNDP is not responsible for making, and will not make, any contributions to the PSA Holder’s own medical insurance premium payment or to the PSA Holder’s pension scheme. The PSA Holder hereby represents that such insurance and pension scheme have been acquired, and he/she expressly commits and undertakes to maintain such insurance and pension scheme for the Term. The PSA Holder shall provide evidence of medical insurance at any time during the Term of this Agreement, upon request of UNDP. Failure to maintain such insurance will constitute grounds for termination of this Agreement for cause in accordance with Section 16 below.

**9.2 This Section 9.2 only applies if one of the following selections was made in the Face Sheet: (i) Block 6(a) ‘National’, Block 6(b) ‘Regular’, *or* (ii) Block 6(a) ‘International’, Block 6(b) ‘Regular’:**

**Coverage for injury, disability or death:** UNDP will provide the PSA Holder with coverage for injury, disability and death during the Term for any cause attributable to the performance of Services hereunder, through the insurance plansubscribed to by UNDP for the benefit of its PSA holders, in the name of UNDP. The PSA Holder (or, in the event of death of the PSA Holder while performing Services hereunder, his/her beneficiary as per Section 11 below) will be entitled to compensation only as set forth in the insurance policy subscribed to by UNDP, which may be subject to change even during the Term of this Agreement.

**9.3 This Section 9.3 only applies if one of the following selections was made in the Face Sheet: (i) Block 6(a) ‘National’, Block 6(b) ‘Regular’, Block 7(a) ‘Office based’, *or* (ii) Block 6(a) ‘International’, Block 6(b) ‘Regular’, Block 7(a) ‘Office based’:**

**Malicious Acts Insurance:** In addition, the PSA Holder may also be covered by the Malicious Acts Insurance Policy (MAIP) maintained by UNDP as long as the PSA Holder is on official business and subject his/her to compliance with the relevant security instructions in the MAIP.

**9.4 Medical Evacuation:** The PSA Holder shall obtain medical evacuation insurance. The PSA Holder is not eligible for medical evacuation by UNDP, unless he/she is on official travel outside the Duty Station specified in Block 9 of the Face Sheet. In the event of an emergency, UNDP will make efforts to facilitate the medical evacuation of the PSA Holder, where the service exists and is able to cater for the PSA Holder, and where the local health services are inadequate and the PSA Holder requests the assistance of UNDP. The cost for such medical evacuation shall be borne by the PSA Holder.

**9.5 Additional Insurance:** The PSA Holder shall take out and maintain any additional insurance required to meet any of his or her obligations under this Agreement specified in Block 10 of the Face Sheet.9.6

9.6 Evidence of Insurance: The PSA Holder shall provide evidence of the coverage for medical insurance, and any additional insurance specified in Block 10 of the Face Sheet, upon signature of this Agreement and as a condition precedent to its the entry into force, and at any time during the term hereof, upon request of UNDP. Failure to maintain such coverage will constitute grounds for termination of Agreement for cause in accordance with Section 16 below.

**10. LIABILITY, INDEMNIFICATION**

**10.1** The PSA Holder shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the PSA Holder in the performance of this Agreement. The PSA Holders shall be solely liable for claims from third parties arising from the PSA Holder’s acts or omissions in the performance of its obligations under this Agreement. Under no circumstances will UNDP be held liable for such third-party claims.

**10.2** The PSA Holder shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature be brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or Services provided to UNDP under this Agreement, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) allegations or claims that the PSA Holder’s acts or omissions during the performance of the Services under this Agreement caused injury, loss or damage, of any nature to third parties.

**11. DESIGNATION OF BENEFICIARY**

**11.1** The PSA Holder has designated the individual indicated in Block 14 of the Face Sheet as the PSA Holder’s beneficiary for all amounts outstanding to the PSA Holder’s credit under Agreement in the event of the PSA Holder’s death, to the extent that such amounts can legally be paid to such individual under the laws of the Duty Station identified in Block 4 of the Face Sheet.

**12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**12.1** UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the PSA Holder has developed as part of his/her functions under this PSA Holder or related to the Services performed hereunder. The PSA Holder acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**13. CONFIDENTIAL INFORMATION**

**13.1** The PSA Holder shall exercise the utmost discretion in regard to all matters relating to the performance of their assignment of official business. The PSA Holder shall not communicate to any government, entity, person or any other source any information known to the PSA Holder by reason of his/her official position that he/she ought to have known has not been made public, except as appropriate in the normal course of his/her duties or by authorization of UNDP. These obligations do not cease upon expiration or termination of this Agreement.

**13.2** The PSA Holder acknowledges and agrees that UNDP may, at its sole discretion, disclose the purpose, type, scope, duration and/or value of the Agreement, the name of the PSA Holder, and any other information related to the award of this Agreement.

**14. DISCLOSURE:**

**14.1** The PSA Holder must disclose to UNDP any business or professional employment or other activities, including outside activities, in which s/he may be engaged prior to or at any time in the course of the present Agreement. These activities may not be incompatible with the performance of services called for in this Agreement nor represent a real or perceived conflict of interest. The Head of the Business Unit shall make the final decision as to the compatibility of such activities with the Services under this Agreement.

**15. STANDARDS OF CONDUCT**

**15.1 General:**

**15.1.1** The PSA Holder shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of the PSA Holder’s obligations under this Agreement. Should any authority external to UNDP seek to impose any instruction on the PSA Holder regarding the PSA Holder’s performance under this Agreement, the PSA Holder shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP.

**15.1.2** The PSA Holder shall not take any action in respect of his/her performance of this Agreement or otherwise related to the PSA Holder’s obligations under this Agreement that may adversely affect the interests of UNDP, and the PSA Holder shall perform his/her obligations under this Agreement with the fullest regard to the interests of UNDP.

**15.1.3** The PSA Holder represents and warrants that he/she has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award hereof to any representative, official, employee or other agent of UNDP.

**15.3.4**  In the event of an investigation into the PSA Holder’s activities under this Agreement by the competent unit responsible for investigations of UNDP, or a request by such unit that the PSA Holder provide information with respect to any other investigation or inquiry, the PSA Holder shall provide full and timely cooperation and assistance with such investigation or inquiry. The right of UNDP to conduct an investigation and the PSA Holder’s obligation to comply with such shall not lapse upon expiration or prior termination of the Agreement.

**15.1.5** The PSA Holder shall comply with all laws, ordinances, rules and regulations, policies and procedures bearing upon the performance of the PSA Holder’s obligations under this Agreement. In the performance of Agreement, the PSA Holder shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “*Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission*”. The PSA Holder must comply with all security directives issued by UNDP

**15.2.**  **Prohibition of Sexual Exploitation and Sexual Abuse, and Sexual Harassment:**

**15.2.1** Without limitation to the terms of Section 15.1 above, in the performance of Agreement, the PSA Holder shall comply with the standards of conduct set forth in the Secretary-General’s Bulletin ST/SGB/2003/13 of 9 October 2003 concerning “*Special measures for protection from sexual exploitation and sexual abuse*”. In particular, the PSA Holder shall not engage in any conduct that would constitute sexual exploitation or sexual abuse (“SEA”), as defined in that Bulletin. Moreover, and without limitation to the application of other regulations, rules, policies or procedures bearing upon the performance of the Services under Agreement, the PSA Holder shall comply with UNDP’s Policy on *“Harassment, Sexual Harassment, Discrimination, and Abuse of Authority”* set forth in the Programme and Operations Policies and Procedures.

**15.2.2** In the performance of Agreement, should allegations of prohibited conduct, including but not limited to, sexual harassment (“SH”) and/or SEA against the PSA Holder be brought to UNDP’s attention, UNDP shall commence an investigation into the PSA Holder’s conduct in this regard in accordance with UNDP’s regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) constitute grounds for termination of Agreement, and/or should the PSA Holder fail or refuse to cooperate with such investigation in accordance to Section 15.1.4 above, even after the expiry or termination of Agreement, where such prohibited conduct involves SH or SEA, the PSA Holder’s name will be placed in an internal United Nations’ database which may affect the PSA Holder’s ability to work with/for the United Nations System in any capacity in the future.

**15.3** The PSA Holder acknowledges and agrees that any breach of any of the provisions set forth in Sections 15.1 and 15.2 above shall constitute a breach of an essential term of this Agreement, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for immediate termination of this Agreement. The PSA Holder further acknowledges and agrees that nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

**16. TERMINATION**

**16.1** Either Party may terminate this Agreement, at any time, without the need to provide cause, upon thirty (30) calendardays’ written notice to the other Party. In the event that this Agreement is terminated without cause by UNDP where the PSA Holder is under Regular PSA under Block 6(b), the PSA Holder shall be entitled to a compensation equivalent to one month of the Total Monthly Renumeration stated in Block 8 of the Face Sheet. In the event that this Agreement is terminated without cause: (i) by UNDP where in Block 6(b) ‘Short-term’ was selected or (ii) by PSA Holder, the PSA Holder shall not be entitled to any compensation.

**16.2** UNDP may terminate this Agreement forthwith, at any time, by providing written notice to the PSA Holder in the event of the PSA Holder's improper conduct, abandonment of functions, unsatisfactory performance or breach of any term of this Agreement, in which case the PSA Holder will not be entitled to compensation of any kind.

**16.3** In the event of termination, the PSA Holder shall take immediate steps to bring the Services to a prompt and orderly conclusion, including returning UNDP’s equipment and files, if any. The obligations of the Parties will cease, except as otherwise expressly provided hereunder or by UNDP in the notice of termination.

**17. SETTLEMENT OF DISPUTES**

**17.1** Agreement shall be governed by the terms provided herein, to the exclusion of application of any national and/or subnational law, including legislation in relation to personnel and labour matters.

**17.2** Any dispute, controversy or claim between the Parties relating to the interpretation or implementation of this Agreement , or the termination hereof, which cannot be settled amicably will be settled by binding arbitration under the United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules in force then obtaining. . The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under this Agreement, or order that any other protective measures be taken with respect to the goods, Services or any other property, whether tangible or intangible, or of any confidential information provided under this Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules currently in effect.

**17.3** The decisions of the arbitral tribunal shall be based on general principles of international commercial law. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”), or should LIBOR be no longer available, in excess of the Federal Reserve Bank of New York’s Secured Overnight Financing Rate, then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.4.** Any arbitral proceedings under Section 17.2 above must be commenced within one (1) year after the cause of action has accrued.

**18. PRIVILEGES AND IMMUNITIES OF UNDP**

**18.1** Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**United Nations Development Programme**

Annex A

# ADDITIONAL TERMS

1. **Hours of Service**: The PSA Holder is expected to be available and provide the Services during the working hours as advised by the Duty Station. Unless specified otherwise in Block 9 of the Face Sheet, PSA Holders will not be compensated for overtime.
2. **Office Holidays**: The PSA Holder is not expected to provide Services during the holidays as advised by the Duty Station.

**3. Annual Leave:**  Where in Block 6(b) of the Face Sheet ‘Regular’ was selected, and Block 9 of the Face Sheet provides for annual leave, all such annual leave must be taken by the PSA Holder within the Term. The PSA Holder may be able to carry over accrued annual leave if the Agreement is extended; in such cases, UNDP will notify the PSA Holder of such possibility before the end of the Term. Unused paid annual leave is not commutable to cash. Where the Agreement’s Term of less than minimal duration providing for annual leave is subsequently extended to reach or exceed such minimal duration, the annual leave will only apply from the effective date of the contract extension. Annual leave is not accumulated retroactively.

**4. Sick Leave:** Where in Block 6(b) of the Face Sheet ‘Regular’ was selected, and Block 9 of the Face Sheet provides for sick leave, the PSA Holder shall accrue credits towards sick leave as indicated in Block 9 of the Face Sheet. Any absence of more than three (3) consecutive or cumulative working days must be supported by a medical certificate. Unused sick leave at the expiration or termination of Agreement cannot be converted into a cash payment. Where the Agreement’s Term of less than minimal duration providing for sick leave is subsequently extended to reach or exceed such minimal duration, the sick leave will only apply from the effective date of the contract extension. Sick leave is not accumulated retroactively.

**5. Maternity Leave:** Where in Block 6(b) of the Face Sheet ‘Regular’ was selected, and Block 9 of the Face Sheet provides for maternity leave, the PSA Holder is eligible for paid maternity leave for the period specified in Block 9 of the Face Sheet. A certificate from a duly qualified physician indicating estimated date of confinement and fitness to provide Services must be submitted. The maternity leave must fall within and be taken during the term of Agreement. Where maternity leave has started during the Agreement period but the Agreement is due to expire during the period of the maternity leave, the Agreement will be extended for the purpose of maternity leave to cover the full duration of the maternity leave. There is no expectation or obligation to extend beyond the above extension to accommodate for maternity leave if the original job was not envisaged to be longer. No leave will be accumulated during the extended period.

**6. Paternity Leave:** Where in Block 6(b) of the Face Sheet ‘Regular’ was selected, and Block 9 of the Face Sheet provides for paternity leave, the PSA Holder is eligible for paid paternity leave for the period specified in Block 9 of the Face Sheet. The paternity leave is limited to once every twelve (12) months and can only be taken up to a maximum of six (6) times during the total engagement with UNDP. The paternity leave must fall within and be taken during the term of Agreement. Unused paternity leave is not commutable to cash. The Agreement must not be extended solely in order to exercise the unused portion of the paternity leave. Annual leave will accrue during the period of maternity leave.

**7.** **Hardship Leave** Where in Block 6(a) of the Face Sheet ‘International’ is selected, in Block 6(b) of the Face Sheet ‘Regular’ is selected, and Block 9 of the Face Sheet provides for hardship leave, the PSA Holder will be eligible for a paid hardship leave. In such cases, once an PSA Holder has accrued the amount of hardship leave days specified in Block 9 of the Face Sheet, no additional hardship leave days can be accrued unless the accrued days are utilized. All hardship leave must be taken during the Term of the Agreement. Unused hardship leave is not commutable to cash. For contracts ending before the end of the month, and where the Agreement start and end dates fall in separate months, hardship leave shall be pro-rated to the nearest half day. Where the Agreement’s Term of less than minimal duration providing for hardship leave is subsequently extended to reach or exceed such minimal duration, the hardship leave will only apply from the effective date of the contract extension. Hardship leave is not accumulated retroactively.

**8. Jury Duty, Other Appearances in Court and Military Service:** If the PSA Holder is required to serve on jury duty during the Term of this Agreement, leave with pay shall be granted up to a maximum amount of working days specified in Block 9 of the Face Sheet, in units of full or half days as certified by the court. If the PSA Holder is required to appear in court in his/her personal capacity and not at the request of UNDP, such absence will be charged to annual leave or unpaid leave. If the PSA Holder is required to participate in military training or service by his/her government during the Term of this Agreement, the PSA Holder may be granted unpaid leave at the discretion of the Head of the Business Unit.

**9. Danger Allowance:** If Block 9 of the Face Sheet provides for it, the PSA Holder may be eligible for Danger Allowance under the terms of the applicable UNDP policy, as determined by UNDP.

**United Nations Development Programme**

# Annex B

# TERMS OF REFERENCE

***(Insert Terms of Reference)***

**United Nations Development Programme**

# ANNEX C

# CERTIFICATE OF NO CONTEST

*(To be used only where in the Face Sheet, in Block 6(a) ‘National’ and in Block 6(b) ‘Regular’ was selected)*

###### Pension Lump Sum

(*to be signed in English and in the language of the country*)

[Insert PSA Holder’s Name]:

I hereby certify that I accept payment of a monthly lump sum in lieu of pension contributions in accordance with the provisions of the UNDP policy on National Personnel Services Agreement and as specified in my contractual agreement with UNDP. I understand that the lump sum will be calculated on the basis of 8.33% of the base monthly remuneration excluding payments in lieu of social security coverage, hazard allowance and performance bonus, if applicable.

In signing this Certificate, I acknowledge that I have received a copy of the calculation sheet which I understand. I have agreed to receive the pension contribution in the form of a lump sum. I am solely responsible for saving and investing this lump sum amount for my pension as I deem best. UNDP has no further obligation with respect to my pension than as set forth herein and in my contractual agreement.

Signature of PSA Holder: \_\_\_\_\_\_\_\_\_\_\_\_ ID No: \_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_